

IN THE CHANCERY COURT OF PHILLIPS COUNTY, ARKANSAS

CEDAR CHEMICAL CORPORATION

PLAINTIFF

VS.

NO. E-91-349

WORMALD U.S., INC.

DEFENDANT

DEFENDANT'S RESPONSE TO  
PLAINTIFF'S INITIAL INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS

Comes the Defendant, Wormald U.S., Inc., and for its Answers to Interrogatories states:

INTERROGATORY NO. 1: If Defendant responds to any of the Plaintiff's requests for admissions served upon the Defendant herein in a manner other than an unqualified affirmative, please state the complete basis for such response; identify each person with knowledge or information upon which such response is based; and identify all documents which contain information upon which such response is based.

ANSWER TO INTERROGATORY NO. 1:

The Defendant will comply with all provisions of Ark. Rules of Civil Procedure No. 36 when responding to the Plaintiff's Initial Requests for Admissions.

INTERROGATORY NO. 2: Identify each person who served as on-site plant manager at the West Helena Plant from September 1971 through June 1973.

ANSWER TO INTERROGATORY NO. 2:

Bruce Davey served as Plant Manager approximately from September, 1971 until October 1972. His current address is 35 Hyde Park Drive, Morton, Illinois 61550. His current employer is Alonza



162751

Chemical Co. in Mapleton, Illinois.

INTERROGATORY NO. 3: Identify each person to whom the on-site plant manager at the West Helena Plant reported during the period September 1971 through June 1973.

ANSWER TO INTERROGATORY NO. 3:

Bruce Davey reported to Ed Heger and later to Bob Shockey, each of whom were Ansul Co. employees. Bob Shockey's current address is 1618 W. Massey Road, Memphis, Tennessee and his current employer is Drexel Chemical Co. Mr. Heger is retired and resides in Michigan and may be contacted by phone at 906 - 863-6949.

INTERROGATORY NO. 4: Identify each person with knowledge concerning the disposition of raw materials and finished products acquired from Eagle River by Ansul on or about November 15, 1972.

ANSWER TO INTERROGATORY NO. 4:

- (1) Jerry A. Williams, HCR48, Box 1078, Roberts, Montana 59070. Retired.
- (2) Bill Brothers, 5 Waverly Wood, Helena, Arkansas. Current Occupation unknown.

INTERROGATORY NO. 5: Identify all documents in the Defendant's custody or under its control which reflect or in any way relate to operations at the West Helena Plant, including but not limited to the period September 1971 - June 1973.

ANSWER TO INTERROGATORY NO. 5:

The Defendant is undertaking all appropriate and reasonable inquiry to determine if any records are still in its possession or in the possession of any subsidiary, parent or affiliate

corporation which relate to operations at the West Helena site at any period in time and will provide any such documentation determined to exist.

INTERROGATORY NO. 6: Identify all documents in the Defendant's custody or control which reflect or contain information relating to the transportation or disposal of products acquired by Ansul from Eagle River in November 1972.

ANSWER TO INTERROGATORY NO. 6:

The only document which the Defendant has in its possession relating to the transportation or disposal of products acquired by Ansul from Eagle River in November 1972 is attached hereto as Exhibit A.

REQUEST FOR PRODUCTION OF DOCUMENTS

REQUEST NO. 1: Please produce for inspection and copying (or produce copies) of each of the documents identified in response to the foregoing Interrogatories.

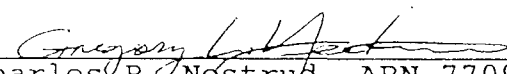
ANSWER TO REQUEST NO. 1:

See Exhibit A attached hereto.

WORMALD U.S., INC.

CHISENHALL, NESTRUD & JULIAN, P.A.  
400 W. Capitol, Suite 2840  
First Commercial Bank Building  
Little Rock, Arkansas 72201  
(501) 372-5800

By:


  
Charles R. Nestrud, ABN 77095  
Gregory L. Yeatman, ABN 89008

CERTIFICATE OF SERVICE

I, Gregory L. Yeatman, do hereby certify that a copy of the foregoing instrument has been mailed, this 12 day of October, 1991 to the following:

David Solomon  
P. O. Box 490  
Helena, AR 72342

Allen T. Malone  
APPERSON, CRUMP, DUZANE & MAXWELL  
Suite 2110  
One Commerce Square  
Memphis, TN 38103

  
\_\_\_\_\_  
Gregory L. Yeatman

wor.pld

## STOCK PURCHASE AGREEMENT

THIS AGREEMENT is entered on the 15th day of November 1972 between Eagle River Chemical Corporation, an Arkansas corporation (hereinafter referred to as "ERCC") and The Ansul Company, a Wisconsin corporation (hereinafter referred to as "Ansul").

WHEREAS, Ansul owns 66 2/3% of the issued and outstanding common stock of ERCC and 100% of issued and outstanding special stock of ERCC; and

WHEREAS, ERCC is desirous of purchasing said stock interests; and

WHEREAS, Ansul has agreed to sell and transfer said stock interest to ERCC.

NOW THEREFORE, the parties to this agreement hereby agree as follows.

### Closing

The closing shall take place in Pensacola, Florida on Wednesday, November 15, 1972, which shall be the effective date of this agreement.

### The Transaction

Ansul agrees to transfer to ERCC all its stock holdings in ERCC and to forgive all advances from Ansul to ERCC in being on the effective date of this agreement. ERCC agrees to transfer to Ansul

EXHIBIT A

full right, title, and interest to all ERCC inventory (including raw materials and finished product) in being on the effective date of this agreement as shown on Exhibit A attached hereto and incorporated hereby in this agreement. Further, ERCC will execute and deliver to Ansul a promissory note in the principal amount of \$100,000.00 payable by ERCC to Ansul in three (3) equal annual installments bearing interest on the unpaid balance at the prime rate existing on the due date of each annual payment. The first payment under the said note to be due and payable on the 14th day of November 1973.

Representations and Warranties

- A. Ansul represents and warrants that:
1. Ansul is a Wisconsin corporation in good standing.
  2. The execution and delivery of this agreement by Ansul and the performance by it of all its obligations hereunder have been duly authorized by all necessary corporate action.
  3. There will be no notes of indebtedness existing between Ansul and ERCC other than the \$100,000.00 note which is created through this agreement.
  4. ERCC is an Arkansas corporation which, to the best of Ansul's beliefs, is duly organized and existing pursuant to the laws of that state.
  5. The financial statements presented ERCC in connection with this transaction fairly present the financial condition of ERCC as

of the date of the statements and the results of operations for the period covered by the statements.

6. Said financial statements were prepared in accordance with generally accepted accounting principles consistently applied.

7. The ERCC stock hereby transferred is validly issued, fully paid and non-assessable and Ansul has full title, right and interest therein with full power of disposition according to its terms.

8. Performance of and compliance with the terms, provisions and conditions of this agreement do not and will not conflict with or result in any violation of any charter, by-law, mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to Ansul or to which it is a party; or require notification to or the consent of any public authority or exchange.

B. ERCC represents and warrants that:

1. The execution and delivery of this agreement by ERCC and the performance by it of all its obligations hereunder have been duly authorized by all necessary corporate action.

2. ERCC has been afforded opportunity to examine all the financial documents and the plant and equipment of ERCC, all to its satisfaction.

3. The inventory transferred hereby as set out in Exhibit A hereto is full and complete, that it has full right, title and interest

to said inventory and will, as of the effective date hereof, permit no lien or similar legal encumbrance to attach to said inventory nor use it as collateral for any loan, mortgage or the like.

4. The advances listed on Exhibit B hereto and forgiven by this agreement represent the complete indebtedness of ERCC to Ansul except for the promissory note in the amount of \$100,000.00 given Ansul in partial consideration for this agreement.

5. Performance of and compliance with the terms, provisions and conditions of this agreement do not and will not conflict with or result in any violation of any charter, by-law, mortgage, indenture, contract, agreement, instrument, franchise, permit, judgment, decree, order, statute, rule or regulation applicable to ERCC or to which it is a party; or require notification to or the consent of any public authority or exchange.

#### Documents

A. Ansul will provide ERCC with the following documents on closing:

1. Stock certificates representing 600 shares of the ordinary common stock of ERCC and 600 shares of special common stock of ERCC together with the required stock transfer powers.

B. ERCC will provide Ansul with the following documents on closing:

1. A letter certifying to Ansul that the ERCC shares purchased hereunder are being acquired for investment purposes and not with a view to the resale or distribution thereof.



2. A promissory note in the primary amount of \$100,000.00 payable in three (3) equal annual installments with interest on the unpaid balance at the prime rate in effect on each installment due date. The first annual installment to be due November 14, 1973.

3. A bill of sale covering all raw material and finished product inventory of ERCC on hand on the effective date, all as evidenced by Exhibit A attached hereto.

#### Finished Products

The finished products transferred hereby require reworking to put them in salable condition. ERCC agrees to provide free warehousing until said reworking operations are completed, unless sooner removed at the option of Ansul.

#### Expenses

Each party hereto shall bear the counsel fees and other expenses incurred by such party in connection with this agreement and the transactions contemplated.

#### Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### Sole Agreement

This agreement, together with the documents set out herein, constitutes the entire agreement of the parties and supersedes any

prior understandings, promises or agreements. Specifically cancelled hereby is a certain agreement entered on September 15, 1971 which organized ERCC in principal.

Confidentiality

The parties agree that insofar as legally possible, this agreement and documents furnished in connection therewith will be held in strict confidence. This shall not, however, prohibit either party from issuing normal press releases and similar releases pertaining to the general character of this transaction.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed and delivered this agreement in multiple counterparts each of which shall be deemed an original as of the date first above written.

EAGLE RIVER CHEMICAL CORPORATION

By *[Signature]*

ATTEST:

*John Bengen*

THE ANSUL COMPANY

By *[Signature]*

ATTEST:

*Commerce*

BILL OF SALE

Eagle River Chemical Corporation, for \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged, hereby sells and transfers to The Ansul Company the inventory set out on the attached Exhibit A.

EAGLE RIVER CHEMICAL CORPORATION

By

J. M. McNeill

Date

11/15/72

# Eagle River Chemical Co.

Highway 242

WEST HELENA, ARKANSAS 72390

Physical Inventory as of  
November 4, 1972, Verified  
November 14, 1972

<u>Description</u>	<u>Container Size</u>	<u>No. of Containers</u>
Mesityl Oxide	55 Gallon	44
Mesityl Oxide	30 Gallon	169
Propanil Emulsifier	55 Gallon	78
Propanil Emulsifier	30 Gallon	20
Tri Isopropanolamine	30 Gallon	113
Versene 100	55 Gallon	48
Tri-ethylamine - TEA	55 Gallon	62
Tri-ethylamine - TEA	30 Gallon	9
NP-100	55 Gallon	28
Methanol	30 Gallon	9
DCA	55 Gallon	6
DCA	30 Gallon	10
Sodium Nitrate	100// Bag	61
Empty Prop Job	30 Gallon Drums	1,530
Empty Basanite 3#	5 Gallon Pails	1,600
Empty Basanite 5#	5 Gallon Pails	60
Sponto 2180	55 Gallon	6
Xylene	30 Gallon	6
Xylene	5 Gallon	2
Mobiltherm 600	55 Gallon	37
Mobiltherm 600 & H <sub>2</sub> O	55 Gallon	12
Mobiltherm 600 & H <sub>2</sub> O	30 Gallon	4
Flake Caustic	400// Drum	2
Toluol	55 Gallon	2
Pella Oil	55 Gallon	2
Recovered Propionic Acid	55 Gallon	46
8% 3# Dinitro	30 Gallon	160
Unknown Mat'l (To be Identified)	55 Gallon	28
Unknown Mat'l (To be Identified)	30 Gallon	43

I agree to the above stated physical inventory of The Eagle River Chemical Corporation as of November 14, 1972.

Signed \_\_\_\_\_

# Eagle River Chemical Co.

Highway 242

WEST HELENA, ARKANSAS 72390

## EAGLE RIVER CHEMICAL CORPORATION PHYSICAL INVENTORY AS OF NOVEMBER 4, 1972, VERIFIED NOVEMBER 14, 1972

<u>Description</u>	<u>No. of Containers</u>	<u>Total Gallons</u>
Basanite 3# 5 Gallon	10,294	51,470
Basanite 3# 30 Gallon	2,593	77,790
Basanite 3# 55 Gallon	44	2,420
Basanite 5# 5 Gallon	230	1,150
Basanite 5# 30 Gallon	202	6,060
Basanite 5# 55 Gallon	12	660
Basanite 5# Bulk		6,077
Ancrack 5 Gallon	11	55
Ancrack 30 Gallon	3	90
Basanite 3# 5 Gallon	145	725

I agree to the above stated physical inventory of the Eagle River Chemical Corporation as of November 14, 1972.

Signed \_\_\_\_\_



TAB 1 | THE ANSUL COMPANY, MARINETTE, WISCONSIN 54143

TAB 2 |

TAB 3 |

TAB 4 |

(715) 735-7411 TELEX 26-3446 TWX 910-270-1383

ORIGINAL  
PURCHASE ORDER

SUBJECT TO THE ANSUL COMPANY  
STANDARD PURCHASE ORDER TERMS

ORDER DATE	REQ. NO.	PURCHASE ORDER NO.	DIRECT CORRESPONDENCE, CALLS, ETC.	SPECIAL INSTRUCTIONS
6-7-73	58252	AOO79142	D. R. Rife      pjg	Pick up at Eagle River Chemical Co. West Helena, Ark.

VENDOR

Conservation Chemical Co.  
Box 6066  
Gary, Indiana 46406

Attn: Mr. Norm Hjersted

L.C.D.

PLEASE SEND INVOICE  
ATTN: ACCOUNTS  
PAYABLE DEPT.

SHIP TO ANSUL RECEIVING STATION SHOWN BELOW UNLESS OTHER DESTINATION SPECIFIED

**DUE DATE**  
AT ANSUL

TERMS	F.O.B.	SHIP VIA	FREIGHT	TAX STATUS		
net 30	dest	Your Truck	ppd			
QTY. ORDERED	ANSUL PART NO.	DESCRIPTION	ACCOUNT	PRICE	MO.	DAY
		Confirmation of verbal order to Norm Hjersted				
		Order to cover pick up and disposal of the following materials:				
30 bbls		Mesityl Oxide	3476	Advise		ASAP
30 bbls		Triethanolamine				
30 bbls		Emulsifier				
		Material will be in 55 & 30 gallon drums. Pick up at Eagle River Chemical Co., Hwy 242, West Helena, Arkansas				

OTM

IMPORTANT  
VENDOR  
INSTRUCTIONS

1. ACKNOWLEDGE THIS ORDER PROMPTLY.
2. SHOW OUR PURCHASE ORDER NUMBERS ON ALL INVOICES, BILLS OF LADING, PACKAGES, PACKING LISTS, & CORRESPONDENCE.
3. WHEN PARTS ARE IDENTIFIED WITH ANSUL PART NUMBERS, PLEASE CHECK YOUR LATEST BLUEPRINT REVISION NUMBER AND ADVISE IMMEDIATELY IF YOUR BLUEPRINTS ARE NOT CORRECT.
4. MAIL BILL OF LADING TO US ON DAY OF SHIPMENT.
5. WISCONSIN SELECTIVE SALES AND USE TAX PERMIT 41704. IS THIS ORDER SUBJECT TO TAX?

BY

PURCHASING AGENT

PUR-100

EXHIBIT B



THE ANSUL COMPANY, MARINETTE, WISCONSIN 54143

(715) 735-7411 TELEX 26-3446 TWX 910-270-1383

ORIGINAL  
PURCHASE ORDERSUBJECT TO THE ANSUL COMPANY  
STANDARD PURCHASE ORDER TERMS

ORDER DATE	REQ. NO.	PURCHASE ORDER NO.	DIRECT CORRESPONDENCE, CALLS, ETC.	SPECIAL INSTRUCTIONS
6-7-73	58252	AOO79142	D. R. Rife pjg	

VENDOR

Conservation Chemical Co.

Page 2

SHIP TO ANSUL RECEIVING STATION SHOWN BELOW UNLESS OTHER DESTINATION SPECIFIED

L.C.D

PLEASE SEND INVOICE  
ATTN: ACCOUNTS  
PAYABLE DEPT.DUE DATE  
AT ANSUL

TERMS	F.O.B.	SHIP VIA	FREIGHT	TAX STATUS		
QTY. ORDERED	ANSUL PART NO.	DESCRIPTION	ACCOUNT	PRICE	MO.	DAY
		Please notify Mr. John Halcomb 501-572-3701 when your truck leaves Gary, Indiana.  Purchase order to cover material transportation disposal and decontamination & disposal of empty containers.  Seller certifies that goods, supplies, equipment fur- nished hereunder are in compliance with Williams Steiger Act (Occupational Safety and Health Act of 1970) and amendments thereto and all standards promulgated thereunder.				

IMPORTANT  
VENDOR  
INSTRUCTIONS

PUR-100

1. ACKNOWLEDGE THIS ORDER PROMPTLY.
2. SHOW OUR PURCHASE ORDER NUMBERS ON ALL IN-  
VOICES, BILLS OF LADING, PACKAGES, PACKING LISTS,  
& CORRESPONDENCE.
3. WHEN PARTS ARE IDENTIFIED WITH ANSUL PART  
NUMBERS, PLEASE CHECK YOUR LATEST BLUEPRINT  
REVISION NUMBER AND ADVISE IMMEDIATELY IF YOUR  
BLUEPRINTS ARE NOT CORRECT.
4. MAIL BILL OF LADING TO US ON DAY OF SHIPMENT.
5. WISCONSIN SELECTIVE SALES AND USE TAX PERMIT  
41708, IS THIS ORDER SUBJECT TO TAX?

BY

PURCHASING AGENT







THE ANSUL COMPANY, MARINETTE, WISCONSIN 54143

CHECK NO. 0766154

INVOICE NO.	INVOICE DATE	VOUCHER NO	INVOICE AMOUNT	DISCOUNT	NET
G 9863	06/14/73	34621	1,380.00		1,380.00
			TOTAL REMITTANCE		1,380.00

INVOICE


**CONSERVATION CHEMICAL COMPANY**  
 OF ILLINOIS

BOX 6066 GARY, INDIANA 46406

PHONE 219-949-8229

G 9863

DATE

June 14

19 73

 The Animal Co.  
 Marinette, Wisc. 54143

 Eagle River Chemical  
 West Helena, Ark.

CUSTOMER'S ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS	SALESMAN	OUR ORDER NO.
0079142	6-5-73	OUR TRUCK	NET 30 DAYS		
QTY. ORDERED	QTY. NO.	DESCRIPTION	QTY. SHIPPED	UNIT PRICE	AMOUNT
		PICK UP AND DISPOSAL MISCELLANEOUS WASTE CHEMICALS			
		30-30 GALLON DRUMS MENTYL OXIDE	30	\$6.00	\$180.00
		30-55 GALLON DRUMS TRIETHANOLAMINE	30	\$9.00	\$270.00
		30-55 GALLON DRUMS INSULIFER	30	\$9.00	\$270.00
		PICK UP CHARGE			\$660.00
					<u>\$1,300.00</u>
					1386.00

300-0576

 called 5/24/73  
 9/11  
 766154

"Seller represents that with respect to the production of the articles covered by this invoice, it has fully complied with the provisions of the Fair Labor Standards Act of 1937, as amended."

RECEIVED: 1911-10-10 The above-mentioned and partly in effect on the basis of issue of this Original Bill of Lading.

15963  
SHIPPER S NO



CONSERVATION CHEMICAL COMPANY

[illegible]

AT: West Helena, Ark FROM Eagle River Chemical Co. Hwy-242 S.W.

6-5 19 7 3

NAME OF  
CARRIER

CONSIGNED TO

(Mail or street address of consignee—For purposes of notification only.)

Conservation Chemical Co of Illinois 6500 INDUSTRIAL

DESTINATION

STATE

COUNTY

ROUTE GARY

TND

ROUTE

(To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

PO# A0079142

DELIVERING CARRIER

CAR OR VEHICLE INITIALS &amp; NO.

Corrosion Chem

NO PACKAGE	DESCRIPTION	WEIGHT SQT TO CUB	CLASS OR RATE	CHECK COLUMN	If charges are to be pre- paid, write or stamp here "To be Prepaid."
	VAN LOAD OF 55 GALLON DRUMS ORGANIC WASTE				Received \$ _____ to apply in prepayment of the charges on this property de- scribed hereon.
					Agent or Owner:
					Per _____ (The signature here acknowl- edges only the amount prepaid.)
					Charges advanced \$ _____

[illegible]

✶ AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING

NOTE Shipper, Per W.D. Camp

Agent, Par

DEPART TERMINAL		GROSS WEIGHT	TARE WEIGHT	NET WEIGHT	HOSE	PUMP	WEIGH	SPOT CHD.
ARRIVE TERMINAL		MILES OUT	DRIVER'S SIGNATURE					
TOTAL TIME		MILES IN						
ARRIVE PLANT	5:20 AM	VERIFICATION	REMARKS:  LIST NO. OF DRUMS PICKED UP					
START LOAD								
FINISH LOAD								
DEPART PLANT	1:20 PM							
TOTAL TIME IN PLANT	HRS. MIN.							

CUSTOMER'S COPY

This Memorandum is an acknowledgment that a Bill of Lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Conservation Chemical Company

Carrier Same

Shipper's No.

Carrier's No. 552

EXCERPT Subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading

at June 6 1973 from Eagle River Chemical

The property described herein is a general good order, order or order shipment and condition of package of package shipment, marked, labeled, and delivered as indicated below, which said carrier (the word carrier being understood to mean the carrier or carriers in possession of the property under the contract) agrees to carry, to its usual place of delivery as indicated below, if such route, shipment to be delivered to another carrier on the route as indicated below, is mutually agreed in writing between all parties to the bill of lading, and in each party of any time indicated in all or any of said property, that every contract to be performed hereunder shall be subject to all the terms and conditions of the Uniform Commercial Code (UCC) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a waterway shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and he and his agents and conditions are hereby agreed to by the shipper and accepted for himself and his agents.

Consigned to The Ansol Company, Marinette, Wiscol

(Mail or street address of consignee—for purposes of notification only.)

Destination State County

Delivery Address \* (To be filled in only when shipper desires and governing tariffs provide for delivery thereat.)

Route

Delivering Carrier

Car or Vehicle Initials

No.

No. Packages	Kind of Package, Description of Article, Special Marks, and Comments	Weight (Lbs. to Car)	Class or Rate	Class or Rate	Remarks
30	30-gallon Mestyl Oxide	12,750#			
30	TEA	15,510#			
30	Propenil Emulsifier	15,510#			
		43,770#			

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight."

NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

The bills boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and in other requirements of Uniform Freight Classification.

Shipper's imprint in lieu of stamp: not a part of bill of lading approved by the Interstate Commerce Commission.

Agent or Consignee

For (The signature here is the indorsement only the amount is not)

Charge Addressed

Shipper, Per *[Signature]*

Agent, Per

3

55498 RedHorn